

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	HAV/21UC/MRA/2026/0036
Property	Flat 2, Gowland Court, 137-139 Seaside Road, Eastbourne. BN21 3PG
Tenant	Mohammad Issa
Landlord	Eastbourne Housing Investment Company Limited
Date of Application	21 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Cotterell FRICS Ms S Johnson
Date of Decision	8 October 2026
Rent Determined	£650.00 per calendar month
Date of Valuation	1 September 2026
Date the new rent takes effect	1 November 2026

REASONS FOR THE DECISION

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Background

1. On 26 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £720.00 per calendar month (pcm) in place of the existing rent of £650 pcm to take effect from 1 September 2026.

2. On 21 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 1 April 2016. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. There is no service charge or furniture provided by the Landlord.

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property; the rent determined is exclusive of Council Tax.

Hearing

7. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

8. The Property is a first-floor flat forming part of a purpose-built block and comprises a bedroom (2.9m x 3.2m) lounge (3.8m x 3m) kitchen (2.6m x 1.6m), bathroom (2.4m x 2.2m).

9. The Property is situated close to the seafront in a mainly residential neighbourhood, a short distance from the town centre.

Evidence

10. The Tenant completed the relevant MR1 form.

11. The Tenant made the following comments:

a. The Tenant described the Property as "*... entirely unfurnished and in very old condition, having been built about 40 to 60 years ago, where the windows do not open and close easily. There are also many cracks in the walls in the bedroom, reception room, kitchen, and bathrooms. The kitchen cabinet is very old, similar to other room facilities, condition. There weren't any white goods in the kitchen, like a fridge, cooker, washing machine, etc., and the tenant has bought all of these. The bedroom and lounge does not fitted with carpet or any kind of flooring, and the landlord has not made any decorations or updates to the building in more than 40 years. The tenant has done all the decoration, painting, and carpeting, paying for it out of his own money*".

b. With regard to repairs and improvements, he added that he had "*...made all decoration and painting for the flat also as you see in the photo provided how's the wall looks like. I have also bought all white goods like Fridge, washing machine microwave, cooker.. etc I have as well from my money fitted the carpet for all rooms because wasn't there any carpet on the flat when I moved in. that they had provided*"

c. With regard to the rental value of the Property, the Tenant commented that the Property "*... does not match in the new flats rent market where I will provided on my statement the prices similar to my properties which still lower then my flat rent with better conditions. The most of the modern flats added it in to the market has a new kitchen cabinet, white stuff (fridge, cooker, washing machine and dish washer) and new bathroom fitted and carpet which my Flat hasn't got any of what has been mentioned in the new properties. The most new flat properties add recently to the market does not match or reflect with an old properties like where I live at the moment. So the prices have to be different as the condition and facility of the properties different.*"

12. The Tenant provided comparable evidence of value in relation to a property in Rosebery Avenue, Eastbourne, having 1 bedroom and being offered to let at £625 per calendar month.

13. The Landlord did not return a MR2 form within the prescribed period.

14. The Landlord did not provide comparable rental evidence.

Determination and Valuation

15. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

16. The Tenant has made such an application.

17. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £750.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

18. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Absence of white goods
    b) Disrepair

    The full valuation is shown below:

Starting Rent		£ 750.00 pcm
Less		
a) Items given under a) above	£50.00 pcm	
b) Items given under b) above	£50.00 pcm	
Open-Market Rent		£ 650.00 pcm

Undue hardship

19. The Tenant asked the Tribunal to fix a later date for the commencement of any increased rent on the grounds of undue hardship. As the rent determined by the Tribunal is the same as the rent currently payable, there is no increase in rent, and it is therefore unnecessary for the Tribunal to determine the Tenant's application for a later commencement date.

Decision

20. The Tribunal determines the open-market rent at £650.00 per calendar month with effect from 1 November 2026.

Reimbursement of Fees

21. The Tenant has requested that the Tribunal make an order that the Landlord should reimburse their application fee of £47.00. The Tenant says that *"... The landlord who it's the reason for all this submitting this application to the court as they keep increasing the rent every year".* The Landlord made no submissions on the issue.

22. After consideration of the submission, the Tribunal orders the Landlord to refund the Tenant's application fee of £47.00.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days after the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.